REMARKS

Applicants have carefully reviewed and considered the Office Action mailed on March 13, 2003, and the references cited therewith.

Claims 1, 3, 13, 22, 26, and 33 are amended; as a result, claims 1-38 are now pending in this application.

§112 Rejection of the Claims

Claims 3-38 were rejected under 35 USC § 112, second paragraph, as being indefinite for failing to particularly point out and distinctly claim the subject matter which Applicants regard as the invention. Claims 3, 22, 26, and 33 have been amended as listed above.

The phrase "on the fly" has been substituted with the term "dynamically." Applicants note that the phrase "on the fly" is well known and understood in the software arts to mean dynamic, and correspondingly this substitution is appropriate. The understanding of this phrase existed well before the Applicants' filing date. Moreover, the other informalities listed by the Examiner have been corrected. Accordingly, the claim rejections of claims 3-38 are no longer sustainable.

§102 Rejection of the Claims

Claims 1, 33, and 35-38 were rejected under 35 USC § 102(b) as being anticipated by Peterson, Jr. (U.S. 5,857,020). It is fundamental that in order to sustain an anticipation rejection, each every step and element in the rejected claims must be taught or disclosed in the cited reference. Applicants amended independent claims 1 and 33 now recite a scheduled downloaded and dynamic decryption. Applicants maintain that, among other things, the Peterson reference lacks any disclosure or teachings, either expressly or inherently, for scheduled downloading of content and for dynamically decrypting that content. Accordingly, the Peterson reference should be withdrawn and these claims permitted to issue.

Peterson teaches and discloses techniques for manually delivering videos to a consumer via the mail (or other manual techniques) on a DVD or CD-ROM. Peterson does not teach downloading that electronic media remotely from a service. Peterson permits a key to be

electronically acquired but no teaching suggests that the actual movie itself is electronically downloaded. In fact, all examples provided in Peterson discuss delivering video on a DVD or CD-ROM to a consumer. The consumer then electronically interacts to acquire a key that permits the movies to be played by specialized hardware. Therefore, on an initial note Applicants disagree with the Examiner that Applicants original claims as drafted are anticipated by Peterson, since Peterson does not download content (video). Peterson at best downloads a key.

However, Applicants amended independent claim 1 and 33 now more particularly point this distinction out. Namely, downloads of content are scheduled. Moreover, the decryption of the content is dynamic, such that a malicious consumer cannot acquire the content in an unencrypted format for subsequent use. The content remains encrypted except for small pieces that are actively been viewed within a media player. Conversely, Peterson has no such scheduled downloading of content and does not provide dynamic decryption of content in the manner defined in Applicants amended claims 1 and 33.

More specifically, in Peterson there is in fact no download of content and even if it were taught in Peterson, there is no suggestion anywhere in Peterson that any such download process can be scheduled. Again, Peterson at best downloads a key.

Furthermore, in Peterson the video decryption occurs in batch (a complete pass of the video) on specialized hardware, which then delivers the decryption to a display. In other words, an entire video is decrypted with the acquired key for viewing by specialized hardware. Peterson does not teach or even suggest how non-specialized hardware can be used to dynamically decrypt content. Additionally, Peterson does not permit the scheduling of a download for content and as a matter of fact does not permit downloading content at all.

Correspondingly, the rejections with respect to claims 1, 33, and 35-38 are no longer sustainable and should be withdrawn.

§103 Rejection of the Claims

Claims 2-32 and 34 were rejected under 35 USC § 103(a) as being unpatentable over Peterson, Jr. (U.S. 5,857,020) in view of Hendricks et al. (U.S. 5,798,785). A finding of obviousness requires that each and every element or step of the rejected claims be taught or suggested in the cited references. Applicants have amended independent claims 1, 3, 26, and 33,

these claims now recite a scheduled download for content that is dynamically decrypted. Neither Peterson nor Hendricks, standing alone or in combination, teaches or suggests these recited items. Correspondingly, the obviousness rejection with respect to these references should be withdrawn.

Hendricks, like Peterson, requires special hardware (set-top television box). In Hendricks television programming is reprogrammed for an associated television having the specialized hardware. Peterson does not download content, that content is already being broadcast by traditional broadcasting means (cable, Radio Frequency (RF), or Satellite). The specialized hardware at best downloads from a service preference settings for a user.

Moreover, as was detailed above, Peterson does not schedule the downloading of content. The scheduling described in Hendricks relates only to program schedules of predetermined and already being broadcasted television transmissions. Hendricks does not teach or suggest how the actual broadcasts can be altered to schedule them for delivery from a broadcaster or content provider, since Hendricks has no control over broadcast television transmissions made by a content provider. Thus, Hendricks cannot be said to schedule the downloading of content.

Furthermore, the only discussion of encryption or decryption in Hendricks relates to normal features of a television set top box for satellite transmissions. This is not directed at dynamically decrypting content that was previously scheduled for download based on the directions of a consumer.

One other point is also worth noting, and that is with respect to claims 16 and 20. Hendricks includes no teaching anywhere of caching capabilities, and Hendricks does not even disclose the concept of a convoy. Thus, the rejection of these two claims is not appropriate. Applicants cannot find a single suggestion in Hendricks that supports the Examiner's present arguments with respect to these claims.

Finally, with respect to claim 17, a screen saver function may be well established in the art, but using a trailer of a movie as a screen saver is not. Additionally, a screen saver function that would permit the connection and downloading of the associated movie is not well known or even discussed in the references. At any rate, claim 17 depends from claim 3 and is therefore allowable based on the arguments presented herein.

Applicants respectfully submit that Peterson and Hendricks, standing alone or in combination, do not teach, disclose, or suggest how media content can be scheduled for download via a network, where that content is dynamically decrypted for viewing by a consumer. Thus, the obviousness rejections with respect to claims 2-32 and 34 are no longer sustainable and should be withdrawn.

Conclusion

Applicants respectfully submit that the claims are in condition for allowance and notification to that effect is earnestly requested. The Examiner is invited to telephone Applicants' attorney (513-942-0224) to facilitate prosecution of this application.

If necessary, please charge any additional fees or credit overpayment to Deposit Account No. 19-0743

Respectfully submitted,

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CERTIFICATE UNDER 37 CFR 1.8: The undersigned hereby certifies that this correspondence is being deposited with the United States Postal Service with sufficient postage as first class mail, in an envelope addressed to: Commissioner of Patents, P.O.Box 1450, Alexandria, VA 22313-1450, on this 13th day of June, 2003.

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